

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

EOBK  
**FILED**

FEB 01 1999

TIMOTHY R. WALBRIDGE, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA

IN RE: )  
ANGELA SUE NOLEN p/k/a )  
ANGELA SUE BRANCHCOMB, )  
 )  
Debtor, )  
 )  
 )  
CITIBANK, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ANGELA SUE NOLEN )  
 )  
Defendant. )

CASE NO. 98-01712-M  
CHAPTER 7

ADVERSARY NO. 98-0221-M

JOURNAL ENTRY OF JUDGMENT

NOW on this 29<sup>th</sup> day of January, 1999, this matter came on for consideration on the stipulation of the parties. Plaintiff appeared by Theodore P. Gibson, its attorney of record, and the Defendant appeared by her attorney of record. Both parties announced that a settlement had been reached under the following terms, conditions and stipulations:

1. The Court has full and complete jurisdiction and venue over this Adversary Proceeding and the Parties.
2. This is a core proceeding.
3. Defendant obtained a credit card from Plaintiff, and in the months immediately proceeding her filing for relief under the Bankruptcy Code, incurred charges and cash advances for which she did not have the ability to repay in the principal sum of \$2,347.53.
4. It is agreed that the said sum of \$2,347.53 is non-dischargeable and that Judgment should be granted the Plaintiff in that amount, plus interest, attorney's fees and accrued and accruing costs.

2-2, 1999.  
Clerk, U.S. Bankruptcy Court  
Northern District of Oklahoma

9

5. It is further agreed that if the Defendant pays the Plaintiff the sum of \$500.00, with an initial payment of \$41.67 due upon approval of this Journal Entry, and consecutive monthly payments of \$41.67 per month commencing February 1, 1999, until paid, such payments will be accepted as a full and complete settlement of this obligation.

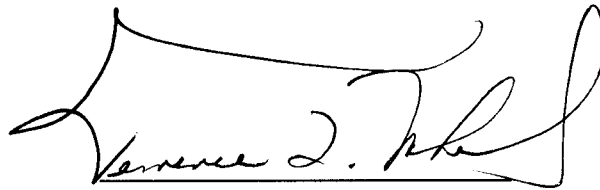
6. However, if the Defendant defaults under the terms of this settlement, the Plaintiff shall have a final judgment against the Defendant in the full sum of \$2,347.53 (less any payments made) plus interest, attorney's fees and costs to be assessed by the Court.

The Court having reviewed, and approved the stipulations of the parties, finds, and it is THEREFORE ORDERED, ADJUDGED AND DECREED that the indebtedness due to Citibank from Angela Sue Nolen in the amount of \$2,347.53 be, and is hereby determined to be, non-dischargeable; and it is

FURTHER ORDERED, ADJUDGED AND DECREED that Citibank is granted a judgment against Angela Sue Nolen for the amount of \$2,347.53 plus interest, attorney's fees and accrued and accruing costs; and it is

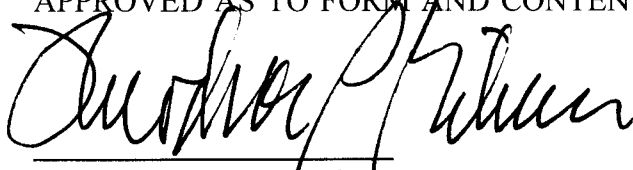
FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Defendant, Angela Sue Nolen, be and is hereby granted a stay of execution conditioned upon her payment to the Plaintiff in the sum of \$500.00, payable in an initial installment of \$41.67 upon approval of this Journal Entry, and consecutive monthly payments of \$41.67 per month commencing February 1, 1999, and \$41.67 on or before the 15 day of each month thereafter until the said sum is paid in full; and it is

FURTHER ORDERED, ADJUDGED AND DECREED that this judgment shall be satisfied in full upon the payment of the said \$500.00 if said payments are timely made as set forth above.

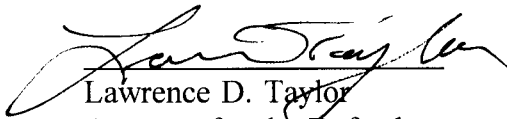


JUDGE OF THE BANKRUPTCY COURT

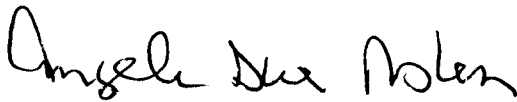
APPROVED AS TO FORM AND CONTENT:



THEODORE P. GIBSON  
Attorney for the Plaintiff  
Eleven Eleven ParkCentre  
525 South Main  
Tulsa, Oklahoma 74103



Lawrence D. Taylor  
Attorney for the Defendant  
1223 E. 31st St., Suite 211  
Tulsa, OK 74105



Angela Sue Nolen, Defendant